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5 Attorneys for Defendants

6 UNITED STATES DISTRICT COURT  
7 FOR THE DISTRICT OF NEVADA

8 STEVEN COXSON, et al.,

9 Plaintiffs,

10 vs.

11 BANK OF AMERICA HOME LOANS, a  
12 wholly owned subsidiary of BANK OF  
13 AMERICA N.A., a foreign corporation; BAC  
14 HOME LOANS SERVICING, LP;  
15 COUNTRYWIDE HOME LOANS, INC., a  
16 foreign corporation; COUNTRYWIDE BANK,  
17 N.A., a foreign corporation; COUNTRYWIDE  
18 FINANCIAL CORP., a foreign corporation;  
THE BANK OF NEW YORK MELLON f/k/a  
THE BANK OF NEW YORK AS TRUSTEE  
FOR THE CERTIFICATEHOLDERS  
CWALT, INC. ALTERNATIVE LOAN  
TRUST 2005-70CB MORTGAGE PASS  
THROUGH CERTIFICATES, SERIES 2005-  
70CB; et al.,

Case: 2:10-cv-00073-JCM-PAL

**JOINT STIPULATION TO DISMISS  
WITH PREJUDICE AND ORDER**

19 Defendants.

21 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Steven  
22 Coxson (“Plaintiff”) and Defendants, Bank of America Home Loans, BAC Home Loans  
23 Servicing, LP, Countrywide Home Loans, Inc., Countrywide Bank, N.A., Countrywide  
24 Financial Corp., and The Bank of New York Mellon (“Defendants”), stipulate that this  
25 lawsuit be dismissed with prejudice, each party to bear their own attorneys’ fees and  
26 costs. Because this stipulation of dismissal is signed by all parties who have appeared in  
27 this case, this stipulation is effective to dismiss the case without further action by the  
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1 Court. *See* Fed. R. Civ. P. 41(a)(1)(A)(ii) (dismissal is effective without a Court order  
2 where it is signed by all parties who have appeared in a case).

3 In addition, several months ago the parties stipulated that during the pendency of  
4 this litigation, Mr. Coxson would continue to make his mortgage payments every month  
5 to the law firm representing him, Callister & Associates, LLC, in an interest bearing bank  
6 account. (*See* Dkt. Nos. 17 & 23). Given the parties' desire to jointly dismiss this  
7 lawsuit, with prejudice, those funds shall be released to Mr. Coxson, and Callister &  
8 Associates has permission to close the bank account.

9 Dated this October 4, 2010.

10 **LEWIS AND ROCA LLP**

11  
12 /s/J. Christopher Jorgensen  
13 J. Christopher Jorgensen  
14 3993 Howard Hughes Parkway, Suite 600  
Las Vegas, NV 89169  
15 *Attorneys for Defendants*

**CALLISTER & ASSOCIATES, LLC**

16  
17 /s/Brooke A. Bohlke  
18 Brooke A. Bohlke  
Matthew Q. Callister  
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20 *Attorneys for Plaintiff*

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**IT IS SO ORDERED:**

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31 U.S. DISTRICT COURT JUDGE  
32 DATED: October 6, 2010

## **CERTIFICATE OF SERVICE**

The undersigned certifies that a copy of the foregoing document was served on counsel, listed below, on the 4th day of October 2010, through the court's electronic service system:

Matthew Q. Callister, Esq.  
Brooke A. Bohlke, Esq.  
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*Attorneys for Plaintiff*

/s/Emma M. Vega  
an employee of Lewis and Roca LLP